

Vincent Carillo, Joseph Carillo Jr. and Ferdinand Carillo, a partnership d/b/a Carillon House Nursing Home and Health Related Facility and Charlotte Schifano

Professional Services, a Division of Propoco, Inc.¹ and Charlotte Schifano. Cases 29-CA-9645 and 29-CA-9669

20 January 1984

DECISION AND ORDER

BY MEMBERS ZIMMERMAN, HUNTER, AND DENNIS

On 1 April 1983 Administrative Law Judge James F. Morton issued the attached decision. Respondent filed exceptions and a supporting brief. The General Counsel filed cross-exceptions, and Respondent filed an answering brief to the General Counsel's cross-exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,² and conclusions, but not to adopt the recommend Order.³

ORDER

The National Labor Relations Board orders that the joint Respondent, Vincent Carillo, Joseph Carillo Jr. and Ferdinand Carillo, a partnership d/b/a Carillon House Nursing Home and Health Related Facility, and Professional Services, a Division of Propoco, Inc., Huntington, New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

¹ The case caption has been changed to reflect the proper spelling of Respondent's name.

² Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enf'd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

In adopting the judge's finding that Respondent's discharge of Charlotte Schifano violated Sec. 8(a)(3) and (1) of the Act, we disavow his remarks in the last paragraph of part IV.A, of his decision that Schifano's statement that she would "bring the roof down" on the head of Respondent Administrator Alfano, if found to be a threat of physical harm, would still be protected. Member Zimmerman finds it unnecessary to pass upon this particular finding by the judge.

Because no party requested the Board to defer to arbitration, we did not consider that issue. See *McDonald Engineering Co.*, 202 NLRB 748 (1973).

³ We shall issue an Order in lieu of the judge's recommended Order to require Respondent to expunge from its files any references to discharge of Schifano, the transfers of Califano and Polycarpe, and the more vigorous supervision of McQueen, and to notify them in writing that evidence of these unlawful actions will not be used as basis for future personnel actions against them. See *Sterling Sugars*, 261 NLRB 472 (1982).

(a) Threatening to discharge or to supervise more closely the housekeeping employees at the Huntington facility in order to discourage them from appearing as witnesses at arbitration proceedings for Local 1115, Nursing Home and Hospital Employees Union, a Division of 1115 Joint Board.

(b) Discharging Charlotte Schifano or any of its other housekeeping employees at the Huntington facility because of their activities on behalf of the Union.

(c) Assigning Al Califano, Marcel Polycarpe, or any of its other housekeeping employees more arduous duties or supervising Mary McQueen or any other housekeeping employees more closely to discourage them from supporting the Union.

(d) In any like or related manner interfering with, coercing, or restraining its housekeeping employees at the Huntington facility in the exercise of rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the purposes of the Act.

(a) Make Charlotte Schifano whole for any loss of earnings she may have suffered due to the discrimination practiced against her by paying her a sum equal to what she would have earned, less any net interim earnings, plus interest.

(b) Reassign Al Califano and Marcel Polycarpe to their former jobs at the health related facility.

(c) Remove from its files any reference to the unlawful discharge of Charlotte Schifano, the transfers of Al Califano and Marcel Polycarpe, and the closer than normal supervision of Mary McQueen, and notify those employees in writing that this has been done and that evidence of these unlawful actions will not be used against them in any way.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at its place of business in Huntington, New York, copies of the attached notice marked "Appendix."⁴ Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places

⁴ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

WE WILL NOT threaten to discharge or to supervise more closely the housekeeping employees at the Huntington facility in order to discourage them from appearing as witnesses at arbitration proceedings for Local 1115, Nursing Home and Hospital Employees Union, a Division of 1115 Joint Board.

WE WILL NOT discharge our housekeeping employees at the Huntington facility because of their activities on behalf of the Union.

WE WILL NOT assign Al Califano, Marcel Polycarpe, or any other housekeeping employee more arduous duties or supervise Mary McQueen or any other housekeeping employee more closely to discourage them from supporting the Union.

WE WILL NOT in any like or related manner interfere with, coerce, or restrain the housekeeping employees at the Huntington facility in the exercise of rights guaranteed them in Section 7 of the Act.

WE WILL make Charlotte Schifano whole for any loss of earnings she may have suffered due to the discrimination practiced against her by paying her a sum equal to what she would have earned, less any net interim earnings, plus interest.

WE WILL reassign Al Califano and Marcel Polycarpe to their former jobs at the health related facility.

WE WILL remove from our files any reference to the unlawful discharge of Charlotte Schifano, the transfers of Al Califano and Marcel Polycarpe, and the closer than normal supervision of Mary McQueen, and WE WILL notify them in writing that this has been done and that evidence of these unlawful actions will not be used against them in any way.

VINCENT CARILLO, JOSEPH CARILLO JR. AND FERDINAND CARILLO, A PARTNERSHIP D/B/A CARILLON HOUSE NURSING HOME AND HEALTH RELATED FACILITY

PROFESSIONAL SERVICES, A DIVISION OF PROPOCO, INC.

DECISION

STATEMENT OF THE CASE

JAMES F. MORTON, Administrative Law Judge: On April 14, 1982, Charlotte Schifano filed the unfair labor practice charge in Case 29-CA-9645 which alleged that Carillon House Nursing Home violated Section 8(a)(1) and (3) of the National Labor Relations Act (the Act). On April 23, 1982, Schifano filed the unfair labor practice charge in Case 29-CA-9669 against Professional Services, alleging that it had violated Section 8(a)(1) and (3) of the Act. On June 22, the General Counsel of the National Labor Relations Board (the Board), by the Regional Director for Region 29, consolidated those cases for hearing and issued a complaint against Vincent Carillo, Joseph Carillo Jr. and Ferdinand Carillo, a partnership, d/b/a Carillon House Nursing Home and Health Related Facility (Respondent Carillon) and also against Professional Services, a division of Propoco, Inc. (Respondent Professional). Respondent Carillon and Respondent Professional filed answers to that complaint. I heard this case in Brooklyn, New York, on December 20, 1982.

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed by the General Counsel and by Respondent Professional, I make the following

FINDINGS OF FACT

I. ISSUES

The pleadings, as amended, present the following matters for resolution:

a. Whether Respondent Carillon and Respondent Professional constitute a joint employer of Charlotte Schifano and other housekeeping employees.

b. Whether Schifano was discharged on February 9, 1982, because of her activities as a steward for Local 1115, Nursing Home and Hospital Employees Union, a Division of 1115 Joint Board (the Union), as the General Counsel contends, or whether she was discharged on that date because she threatened the nursing home administrator, as both Respondents assert.

c. Whether Respondent Carillon and Respondent Professional threatened employees with discharge, with being subjected to closer supervision, and with other reprisals because they had attended an arbitration proceeding in support of Schifano.

d. Whether Respondent Carillon and Respondent Professional assigned a porter, Al Califano, to more arduous and less agreeable work because he attended that arbitration proceeding as a union witness.

e. Whether Respondent Carillon and Respondent Professional more closely supervised a housekeeping maid, Mary McQueen, because she attended that arbitration proceeding, also as a union witness.

f. Whether Respondent Carillon and Respondent Professional assigned a porter, Marcel Polycarpe, to more arduous and less agreeable work to discourage employees from assisting the Union.

II. THE BOARD'S JURISDICTION AND THE UNION'S STATUS

Based on the pleadings, I find that the operations of Respondent Carillon and Respondent Professional each meet the applicable Board standard for the assertion of jurisdiction over them. I find also that the Union is a labor organization as defined in Section 2(5) of the Act.

III. THE JOINT EMPLOYER ISSUE

The first issue in this case is whether Respondent Carillon and Respondent Professional are the joint employer of housekeeping employees employed at a nursing home and health related facility in Huntington, New York. Respondent Carillon and Respondent Professional, contrary to the General Counsel, assert that only Respondent Professional is the employer of those housekeeping employees.

In April 1969, Respondent Carillon opened a nursing home and health related facility in Huntington, Long Island. The Union has been the collective-bargaining representative of all nurses aides, dietary department employees, and housekeeping employees employed there. The housekeeping department has been comprised of about 12 aides, 4 porters, and a supervisor, also referred to as the executive housekeeper.¹

On October 1, 1980, Respondent Carillon and Respondent Professional signed a contract in which Respondent Professional agreed to perform the housekeeping duties at the Huntington facility. The 15 employees on the housekeeping staff of Respondent Carillon were then transferred to the payroll of Respondent Professional, as was the supervisor of that department. Under the terms of that contract, Respondent Professional agreed to operate the housekeeping department with a staff of 15 people and 1 executive housekeeper. Respondent Professional further agreed therein to comply with the policies set by Respondent Carillon, including detailed provisions governing the supervision of the housekeeping employees, the in-service training to be given them, the specific duties they are to perform, their daily and weekly schedules, and other related matters. In addition, the written personnel policies of Respondent Carillon were given to Respondent Professional for guidance and implementation respecting the housekeeping employees. Those written policies set out the length of the workweek, shift hours, the morning, afternoon and lunch break periods, and various work rules. Grounds for discharge or discipline were also set out in those written policies.

The contract between Respondent Carillon and Respondent Professional also provided that Respondent Professional shall comply with all the terms and conditions set out in the collective-bargaining agreement that existed between Respondent Carillon and the Union. On July 6, 1981 (slightly over 8 months after Respondent Professional took over the operations of the housekeeping department at the Huntington facility), Respondent Carillon entered into a renewal contract with the Union. The unit of employees covered by that contract included

not only the nurses aides and dietary employees on Respondent Carillon's payroll, but also the housekeeping department employees on Respondent Professional's payroll.

Respondent Professional offered in evidence, in furtherance of a related point, a written notice of suspension it served on Charlotte Schifano on March 13, 1981, for having engaged in what it termed, "raucous behavior and vile language." A copy of that notice had been sent to the Union. The uncontroverted testimony in this case establishes that a grievance filed by Schifano protesting that suspension resulted in her being made whole for the wages she lost. That grievance had been processed in accordance with the contract between Respondent Carillon and the Union.

There is uncontroverted evidence also that in March 1981, Schifano, as steward of the housekeeping department employees, discussed a grievance with the executive housekeeper on Respondent Professional's payroll and that that particular grievance was later taken up by a union representative with the administrator of the overall facility, employed by Respondent Carillon. In the fall of 1981, another grievance relating to meals to be furnished to the housekeeping employees was processed. The union steward, Schifano, handled that grievance with the executive housekeeper of Respondent Professional at the first step; the second step of that grievance was handled by the union representative directly with the administrator of the Huntington facility, Joseph Alfano, who, as noted earlier, is employed by Respondent Carillon.

The administrator of the Huntington facility conducts regular meetings of supervisors of the various departments at that facility. The executive housekeeper of Respondent Professional is the supervisor of the housekeeping department, and she has at various times attended those meetings in that capacity. Those meetings are held to discuss various problems that arise in the operation of the facility and related matters. Noting that the contractual unit contains employees on the payrolls of both Respondent Carillon and Respondent Professional, and that that contract is signed by Respondent Carillon and sets out grievance procedures for employees on that payroll of Respondent Professional and, based on the record as a whole in this case, it is clear that Respondent Carillon and Respondent Professional share and codetermine the working conditions of the housekeeping department employees working at the Huntington facility. I thus find that a joint employer relationship exists between them, vis-a-vis the housekeeping employees at that facility.²

Respondent Carillon and Respondent Professional are referred to hereafter jointly as Respondent.

IV. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Discharge of Schifano*

The Charging Party, Charlotte Schifano, was discharged on February 9, 1982, and was reinstated on June 24, 1982. The General Counsel contends that Respondent discharged her because of her activities as union steward.

¹ There are separate units of registered nurses and of licensed practical nurses. No issue exists in the instant case respecting those units.

² *C. R. Adams Trucking*, 262 NLRB 563 (1982); *General Electric Corp.*, 256 NLRB 753 (1981).

Respondent contends that she was discharged because she threatened the administrator of the Huntington facility with physical harm.

On February 9, Donald O'Toole, the operations manager of Respondent Professional, arrived at the Huntington facility and observed that the housekeeping department employees ended their afternoon break at 2:22 p.m. Their break had begun about 2 p.m. As the executive housekeeper was not on the premises then, O'Toole asked the union steward, Charlotte Schifano, to go to the office with him. She did so. He then told her that the union contract provided for a 15-minute afternoon break and that he did not want the housekeeping employees taking a 20-minute break or longer. She responded that, by past practice, all employees took a 20-minute afternoon break and that it was not fair that the housekeeping employees should be required to take a 15-minute break when the other unit employees (dietary aides and nurses aides on the payroll of Respondent Carillon) should continue taking a 20-minute break. O'Toole left the office to talk with the administrator, Joseph Alfano, who told him that all employees are given a 15-minute break. Alfano testified at the hearing before me that he had heard the claim of "past practice before" and stated further that "there is no such animal." Alfano and O'Toole went back to the executive housekeeper's office to talk to Schifano. At this point, the account given by Schifano differs from the accounts given by O'Toole and Alfano.

Schifano's account is as follows. Alfano began by telling her that he had been told by O'Toole that the housekeeping employees had extended their afternoon break to 20 minutes. Alfano then said that if the housekeeping employees were not out of the cafeteria within 15 minutes on the following day as required by the contract, they would all be fired. She answered that he was threatening her and she told him that he should discuss the matter with the Union's business agent, Raul Aldrich. She started to leave and O'Toole called her back. Alfano asked her what the contract says about breaktime. She responded that the contract specifies 15-minute breaks in the morning and afternoon. Alfano stated that that was all that the housekeeping employees were entitled to. Schifano responded that that was not so, as past practice had already been established by which they were entitled to take 20-minute afternoon breaks. She told him further that the contract provides for hot meals and for seniority as the basis for overtime, apparently in connection with assertions by her that Respondent had, in practice, changed those provisions of the contract without having negotiated language changes. About this point in the discussion, Nursing Supervisor Lewis came into the office. The administrator, Alfano, asked her whether the nurses aides took a 20-minute break. Lewis responded that they did not, to her knowledge. Alfano then told Schifano that the aides only took a 15-minute break. Schifano stated that this was not true and that "a lot of things go up and around the contract, that [the housekeeping employees] did not get the hot meals." She told Alfano too that the housekeeping employees were not getting time and a half and that overtime is not based on seniority. Alfano then told her to notify the employees in the housekeeping department that, in the future, they would

all have to be out of the cafeteria within 15 minutes of the start of their breaktime or that they would all be fired. She responded that his request was unreasonable as it was then 10 minutes before quitting time. Alfano told her that she should get in touch with them even if it meant getting on the telephone and calling them later. Schifano then asked Alfano if his threat to discharge also included the nurses aides. She told him that if he fires the housekeepers and not the nurses aides for staying longer than 15 minutes, "that was clearly discrimination against the housekeeping department and [Schifano] would bring the roof down about it." Alfano then stated that she was threatening him and told her that she was fired. O'Toole interrupted to say that he thought she should just be suspended, but Alfano repeated, "No, she is fired." She left the premises of Respondent but not before she told the housekeeping employees to make sure they did not take a break longer than 15 minutes.

O'Toole testified for Respondent as follows. When Alfano told Schifano that the 15-minute-break schedule is the one that is in effect, Schifano stated that she would inform the housekeeping department employees that they were still to take a 20-minute break. Schifano started to raise her voice and stated that the housekeeping department was not going to be treated as second-class citizens. Alfano told her that if they took a 20-minute break they would be violating the contract and that he, Alfano, would then speak to the Union's business agent, Aldrich. Schifano replied, "If you do that. I will bring the roof down on you." Alfano then looked at O'Toole and asked if he had heard what she said and O'Toole said he had. Alfano asked O'Toole what he was going to do about it. O'Toole told Schifano that she was terminated, effective immediately. On cross-examination, O'Toole related the following. He had testified in an unemployment compensation proceeding which pertained to Schifano's discharge. He acknowledged that, in that proceeding, he had testified that Alfano had told Schifano on February 9 that the break schedule was to be 15 minutes, that it was not to be exceeded and that, if it was, he would take whatever disciplinary action was necessary. In a prehearing affidavit, O'Toole had stated that the specific remark that precipitated Schifano's having said that she "will bring the roof down on you" was Alfano's statement to her that she is to make sure that break schedules were adhered to without exception.

Alfano testified as follows respecting the discussion on February 9. After he had referred to the 15-minute break as provided for in the contract and after Schifano had referred to "past practice" and after those matters "went back and forth," Schifano said that the housekeeping employees were going to take 20-minute breaks. Alfano asked her if she was going to tell the housekeeping employees to take 20-minute breaks. When she responded that she would, Alfano told her that she would then be breaking the contract and that he would call Union Representative Raul Aldrich with a grievance against her. Schifano then said to Alfano, "If you do that then I will bring the roof down on top of your head." Alfano then turned to O'Toole and told him that he had better do something about it and Alfano then "took off down the

hallway." The next thing he heard was O'Toole telling her, "You're fired, pack your stuff." On cross-examination Alfano testified that "everyone tries to use past practice," that he had heard this claim previously mostly from Schifano, and that it is "no big problem with the Union."

Nursing Supervisor Lewis did not appear as a witness before me.

The following considerations are significant in resolving the credibility issue raised by Schifano's version of the February 9 discussions as against the accounts given by O'Toole and Alfano.

It is improbable that an elected experienced union steward such as Schifano would make a direct threat of physical harm to the administrator to discourage him from proceeding to the second-grievance level stage. I note also the inconsistencies in O'Toole version, as developed in the cross-examination of him. Further, Schifano did not strike me as a wild-eyed anarchist but, instead, she is a mature, reserved individual. I credit her account.

The credited evidence establishes that Schifano was discharged on February 9 because she said to Alfano and O'Toole, in the course of discussions relating to work conditions, that the Union in effect would not readily abandon its claim that past practice superseded the language provisions of the contract respecting the length of afternoon breaks and that, in any event, seized upon a statement she made in furtherance of the Union's position as a pretext to discharge her.

Even if I were to credit the accounts of O'Toole and Alfano, it would appear that Schifano had not engaged in unprotected activity in telling Alfano that, if he pursued the matter with the union representative Aldrich, she would bring the roof down on him, Alfano. Alfano asserted that she was making, in essence, a personal threat against him. In overall context, such a statement would seem to be simply an expressive way of stating that the past practice claim would easily prevail over the language provisions of the contract. It does not seem plausible that a statement by Schifano that she would bring the roof down on Alfano's head would be a threat of physical harm directed only at him (as Respondent contends) as the collapse of the roof would undoubtedly harm patients, employees, and others besides Alfano. Such a comment would still be protected.³

B. Alleged Unlawful Work Assignments and Related Allegations

On April 1, 1982, Schifano brought two of her co-workers to testify on her behalf at a scheduled arbitration proceeding pertaining to her discharge on February 9. They were a porter, Al Califano, and a maid, Mary McQueen.

Califano testified for the General Counsel, in the hearing before me, that he had been hired by Respondent as a porter in January 1977 and that he had worked in the nursing home at the Huntington facility in that capacity until October 1979 when he was switched to the health related facility (herein called HRF). The work required

of housekeeping employees in the nursing home is more demanding than the work required in HRF as the patients in the nursing home are for the most part invalids whereas those in the HRF are able to care for themselves. Califano testified before me that, on April 2 or 4, his supervisor, Tom Cavanaugh (who Respondent admits is a supervisor within the meaning of the Act), told him that he was being transferred to the nursing home because O'Toole was mad at him as he, Califano had crossed him, O'Toole. Califano further testified that Cavanaugh then pointed at Mary McQueen and told her that she and another maid (Califano's mother-in-law) were "also on the outs." Califano was transferred to the nursing home on the next working day. He was the only one switched to the nursing home at that time. Califano testified that he was out ill for a couple of weeks and that, upon his return to work, the other porter who had worked with him at HRF, Marcell Polycarpe, was also transferred to the nursing home and, at that time, the two permanently assigned porters at the nursing home were transferred to HRF.

Housekeeping Supervisor Cavanaugh did not testify at the hearing before me. Respondent Professional's operations manager, O'Toole, testified that he did not have any discussions with his supervisor, Cavanaugh, respecting the transfer of Califano from HRF to the nursing home on April 2 and he denied that transfer was in any way discriminatorily motivated.

I credit the uncontroverted testimony by Califano that Cavanaugh told him on April 2 that he was being transferred to the nursing home because Califano had crossed O'Toole. I further find that that reference was to the fact that Califano had appeared, the day before, at an arbitration proceeding to testify on behalf of Schifano and that O'Toole was aware of that as he was also present at that proceeding. I also find that Respondent effected the transfer of Califano to the nursing home about April 4 because, Califano had appeared as Schifano's witness on April 1. I credit, too, Califano's testimony that Cavanaugh stated on April 2 that two other employees were also "on the outs" and that that statement was made as a warning to discourage employees from supporting Schifano in her capacity as union steward.

Mary McQueen testified as follows for the General Counsel. On April 2, she was told by her supervisor, Cavanaugh, that he wanted to talk to her and she went into the TV room on Unit 6. Al Califano was also there. Cavanaugh said to her that operations manager O'Toole was just there and that he wanted Cavanaugh to fire McQueen, Califano, and Califano's mother-in-law. She asked Cavanaugh whether O'Toole had indicated when they were to be fired and Cavanaugh responded in the negative. Cavanaugh also stated that Califano had been switched to work in the nursing home. Cavanaugh also told her that O'Toole wanted Cavanaugh to check on everything that McQueen did that day and to give him a report on it. Cavanaugh told them that he was sorry but those are the orders he received from O'Toole. Cavanaugh said also that O'Toole was very upset and surprised that Califano had gone to the arbitration proceeding but he was not surprised that McQueen went.

³ See *Rexaat Color Co.*, 246 NLRB 240, 242-243 (1979).

McQueen testified further that, later on April 2, Cavanaugh checked each and every room that she had cleaned that day and complained to her that the walls were dirty. That was the first time since she began there on September 23, 1970, that her supervisor had ever checked all the rooms she cleaned or had ever complained directly to her that her work was not satisfactory.

As noted above, Cavanaugh did not appear to controvert McQueen's account. I credit her testimony.⁴

Based on the foregoing credibility findings, I further find that Respondent, through its supervisor, Cavanaugh, threatened to discharge its employees because they supported Schifano's grievance, threatened to supervise McQueen's work more closely because she too supported Schifano, assigned Califano to the more demanding work in the nursing home on April 2 because he attended the arbitration session on Schifano's behalf, engaged in closer supervision of McQueen's work because she too attended that session as a union witness, and shortly afterwards transferred Marcel Polycarpe to the nursing home in a transparent attempt to conceal its reason for having transferred Califano there.

⁴ I do not view the fact that the General Counsel did not adduce detailed corroborative testimony from Califano as a basis to discredit McQueen's account particularly as her testimony was not directly controverted.

CONCLUSIONS OF LAW

1. Respondent Carillon and Respondent Professional are each an employer within the meaning of Section 2(2), (6), and (7) of the Act and are the joint employer of the housekeeping department employees involved in this case. As before, they are referred to jointly as Respondent.

2. The Union is a labor organization as defined in Section 2(5) of the Act.

3. Respondent discharged Charlotte Schifano on February 9, 1982, and failed to reinstate her until June 24, 1982, for discriminatory reasons, in violation of Section 8(a)(1) and (3) of the Act and Respondent, jointly and severally, shall make her whole for all earnings she lost in that period as a result of that discrimination; such losses are to be computed in the manner prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *Florida Steel Corp.*, 231 NLRB 651 (1977).⁵

4. Respondent threatened its housekeeping employees with discharge and threatened to supervise their work more closely than normal, in violation of Section 8(a)(1) of the Act.

5. Respondent assigned Califano and Polycarpe to more arduous duties and more closely supervised McQueen's work, in violation of Section 8(a)(1) and (3) of the Act.

[Recommended Order omitted from publication.]

⁵ See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).